

INVITATION TO QUOTE MIAMI-DADE COUNTY Department of Procurement Management

November 12, 2010

Department of Procurement Manageme 111 N.W. 1 St. Street 13th Floor Miami, Florida 33128-1974



QUOTATION NO.: <u>IQ7751-1/17</u> DUE DATE: TIME: 2:00 PM, <u>Friday</u>

CONTRACT NO. (if applicable):

CONTACT PERSON: Mary Hammett PHONE: <u>305-375-3904</u> FAX: <u>305-375-4407</u>

SEALED QUOTE REQUIRED: \square YES \bowtie NO

Vendor(s) may submit its written quotation by fax, mail, or via e-mail (mhammet@maimidade.gov)

Miami Dade County
Department of Procurement Management
111 N.W. First Street, Suite 1300
Miami El. 33138-1989

Miami, FL 33128-1989 Attn: Mary Hammett

Quotes received <u>after the time and date specified</u>, and after any other quotes have been opened, shall not be accepted.

NOTES: 1. All prices shall be F.O.B. Destination delivery point including all costs and freight.

2. Failure to complete and sign this form renders your bid/quotation non-responsive and

ineligible for award

Manufacturer: __

Vendor(s) shall insert unit price and extension, as required, opposite each item. Where the unit price and the extension price are at variance, the unit price shall prevail. This quote form, any addenda, and/or properly executed modifications, the purchase order (if issued), and change order (if applicable), constitute the entire contract.

The County may reject any or all quotations, or any portion of the quotation, as it deems, in the best interest of the County.

| ITEM | QUANTITY | DESCRIPTION | UNIT PRICE | EXTENDED PRICE |
|------|----------|--|-------------|-------------------|
| 1 | 375 | Long Sleeve T- Shirts (Medium) | | |
| | 375 | Long Sleeve T-Shirts (Large) | | |
| | 450 | Long Sleeve T- Shirts (Extra-large) | | |
| | 75 | Long Sleeve T-Shirts (Extra Extra Large) | | |
| | | **See Section Technical Specification** | | |
| | | | Grand Total | |

| Payment Terms: | Delivery is required as indicated in purchase order. | | | |
|---|---|--|--|--|
| <u> </u> | ade to the two (2) lowest priced responsive, responsible vendors. | | | |
| Small/Micro Business measures ar | | | | |
| LOCAL PREFERENCE CERTIFICAT | TION: The responding vendor hereby attests, by checking one of the | | | |
| following blocks, that it is , or is n | not , a local business. For the purpose of this certification, a "local business" | | | |
| is a business located within the limits | of Miami-Dade County (or Broward County in accordance with the Interlocal | | | |
| Agreement between the two counties | that conforms with the provisions of paragraph 19 of the Terms and | | | |
| Conditions of this solicitation and con | tributes to the economic development of the community in a verifiable and | | | |
| measurable way. This may include, b | but not be limited to, the retention and expansion of employment opportunities | | | |
| and the support and increase to the C | County's tax base. Failure to complete this certification at this time (by | | | |
| checking the appropriate box above | (e) shall render the vendor inclinible for Local Preference | | | |



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| LUCAL CERTIFIED SERVICE-DISABLED | | |
|---|--|--|
| Certified Service-Disabled Veteran Business | | |
| 8.5 of the Code of Miami-Dade County and (b | | |
| of Management Services as a service-disab | oled veteran business enterprise pursua | ant to Section 295.187 of the |
| Florida Statutes. | | |
| Place a check mark here only if affirm | | e-Disabled Veteran Business |
| Enterprise. A copy of the certification must be | e submitted with this proposal. | |
| Addenda Received: 🗌 Yes 🗌 No | f yes, please indicate the number of a | ddenda received: _ |
| . Authorized Signature: | Title: | |
| Print/Type Name: | Phone: | |
| E-mail: | Fax: | |
| Firm Name: | F.E.I. ID No.:/ | |
| Address: | City: | State: |
| A 10% bid preference for Micro Business Ent is \$50,000 or less. A Micro/SBE or SBE Butype of goods and/or services the Enterprise policitation. For certification information www.miamidade.gov/dbd. | usiness Enterprise must be certified by | Small Business Affairs for the ole Commodity Code(s) for this |
| The Micro/SBE or SBE Business Enterprise rethe duration of the contract to remain eligible | | lline, at contract award and for |
| Is your firm a Miami-Dade County Certified Sr If yes, please provide your Ce | mall Business Enterprise? Yes ertification Number: | |
| Is your firm a Miami-Dade County Certified M If yes, please provide your Ce | licro Business Enterprise? Yesertification Number: | |
| Do you accept purchasing/credit cards for the | ese purchases? | |
| | Section 1 | |

Section 1 INSTRUCTIONS TO BIDDERS

Requests for additional information or clarification must be made in writing to the contact person identified on the front of this form. The County will issue additional information by written addenda prior to the scheduled opening date. It is the bidder's responsibility to assure receipt of all addenda.

Section 2 TERMS AND CONDITIONS

2.1 <u>Term of Contract: Three (3) years</u>

This contract shall commence on the first calendar day of the month succeeding approval of the contact by the Board of county Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter, which is distributed, by the County's Department of Procurement Management, and contingent upon the



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completion and submittal of all required bid documents. The contract shall expire on the last day of the last month of the contract term.

2.2 Option to Renew

The initial contract prices resultant from this solicitation shall prevail for a three (3) year period from the contract's initial effective date. Prior to, or upon completion, of the initial term, the County shall have the option to renew this contract for an additional three (3) years consecutively. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a county prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

2.3 PRICES

If the vendor is awarded a contract under this solicitation, the prices proposed by the vendor shall remain fixed for a one-year period. The County may consider on an annual basis a price adjustment based on changes in the following pricing index: Consumer Price Index, U.S. City Average Apparel. The County reserves the right to negotiate a lower pricing based on market research information or other factors that influence price. The County reserves the right to apply any reduction in pricing during any subsequent years based on the downward movement of the applicable index.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of each anniversary year, the vendor's request for adjustment should be submitted no later than ninety (90) days prior to expiration of the then current year. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed to the current pricing. Any adjustment request received after the commencement of a new period may not be considered

2.4 **DELIVERY**

Vendor(s) shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this bid solicitation. The packing slip shall be attached to the items and shall be made available to the County's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: purchase order number; date of order; a complete listing of items being delivered.

The County shall not allow any late deliveries attributed to product back order situations under this contract. Accordingly, the vendor is required to deliver all items to the County within the time specified in the purchase order; and no grace period on account of back order situations shall be honored, unless written authorization is issued by the user department, and a new delivery date is mutually established. In the event that the vendor fails to deliver the products within the time specified, the County reserves the right to cancel the order, seek the items from another vendor, and charge the incumbent vendor for any reprocurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

Rejected goods remain the property of the vendor and all risk of loss remains with the vendor. Vendor(s) must remove all rejected goods from County property within the period established by the County.

2.5 DEFAULT

In case of default by an awarded vendor, Miami-Dade County may procure the goods or services from other sources and charge the vendor, any excess cost or damages occasioned thereby, and debar the vendor from further County contracts in accordance with the Miami-Dade County Code.



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2.6 Compliance

It is agreed that items or services quoted shall comply with all Federal, State, and local laws relative there to, and that the bidder shall defend actions or claims brought, and save harmless the County from loss, cost or damage by reason of actual or alleged infringements of patents, copyrights, etc.

2.7 Guaranty

All material specified herein shall be fully guaranteed by the bidder against factory defects. The vendor at no cost to the County will correct any defects, which may occur as the result of faulty material or workmanship, within the period of the manufacturer's standard warranty. The County does not waive the implied warranties granted under the Uniform Commercial Code. All goods and materials shall be new and unused.

2.8 Protest

Vendor(s) may protest any recommendation for contract award in accordance with the applicable provisions of the Miami-Dade County Code.

2.9 <u>Inspector General Fee</u>

Costs of mandatory random audit by the Inspector General are incorporated into this contract as 1/4 of 1% of the contract price.

2.10 Tax Exempt

Miami-Dade County is tax exempt and no taxes shall be included unless otherwise specified, by the County, on the quote form.

2.11 To Receive A Copy Of Bid Tabulation

To receive a copy of the tabulation of bids, the vendor must enclose a self-addressed, stamped envelope when submitting the quote.

2.12 <u>Legal Requirements</u>

Vendor(s) are advised that this contract is subject to all legal requirements contained in the County's Administrative Order 3-38 and all other applicable County Ordinances and/or State and Federal Statutes. Where conflicts exist between this bid solicitation and these legal requirements, the higher authority shall prevail.

The award of this bid solicitation is subject to County Ordinance No. 01-21 which, except where Federal or State law mandates to the contrary, allow preference to be given to a local business. For the purposes of the applicability of this Ordinance, "local business" means the bidder, as of the date of the bid opening, has a valid occupational license issued by Miami-Dade County to do business in Miami-Dade County, that authorizes the bidder to provide the goods, services or construction to be purchased, and has a physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. A Post Office Box cannot be used to establish a physical address

When a responsive, responsible non-local business submits the lowest price bid, and the bid submittal by one or more responsive, responsible local businesses is within 10% of the price submitted by the non-local business, then the non-local business and each of the aforementioned local businesses shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business. The best and final bid will be requested by the County within five



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working days of the bid opening. In the case of a tie in the best and final bid between a local business and a non-local business, contract award shall be made to the local business.

2.14 COUNTY USER ACCESS PROGRAM (UAP)

User Access Fee

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The vendor providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

2.15 Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The vendor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Vendor participation in this joint purchase portion of the UAP, however, is voluntary. The vendor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful vendor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity <u>prior</u> to shipping the goods.

Miami-Dade County shall have no liability to the vendor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the vendor and shall be paid by the ordering entity less the 2% UAP.



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TECHNICAL SPECIFICATIONS

3.1 SCOPE

The purpose of this solicitation is to establish a contract to purchase the annual Baynanza event environmental education apparel for the Department of Environmental Resources Management (DERM).

3.2 SHIRT SPECIFICATIONS

- 4 color process printing on both sides
- 4 color process separations
- The art screen printing fee and tee shirts is a combine fee
- Miami-Dade County will provide the artwork font and back, in full color on a high resolution file such as PDF or joint photographic experts group (Jpeg)
- Very Important People (VIP) shirts are deliver in the first shipment
- Sorting the Order for each of the Baynanza locations and delivering the second shipment.
- White long sleeve tee shirts 50% recycled cotton

3.3 SAMPLES MAY BE REQUIRED DURING EVALUATION

After the County opens the bid proposals, the vendors may be required to submit a sample for the goods to be supplied for evaluation by, and at no cost to the County. If samples are required, the County will notify the vendor of such in writing and will specify the deadline for submission of the samples. Each individual sample shall be clearly labeled with the vendor's name, bid number, bid title, manufacturer's name and brand name, and style number if applicable. If the vendor fails to submit the samples, properly labeled, within the specified date stipulated in the notice, the County shall not consider the vendor's proposal for that item(s); provided however, that in the event of a group or aggregate award, the vendor's proposal will not be eligible for that group or in the aggregate as applicable. All samples shall become the property of Miami-Dade County.

The County reserves the right to perform its own testing procedures or to send any and all samples any certifiable laboratory for analysis. Any costs for testing shall be borne by vendor. On the basis of this testing and analysis, the County shall be sole judge of the acceptability of the sample in conformance with the bid specifications and its decision shall be final. Any sample submitted shall create an express warranty that the whole of the goods and/or services to be provided by the vendor during the contract period shall conform to the sample submitted. The vendor shall be required to provide adequate restitution to the County, in the manner prescribed by the County, if this warranty is violated during the term of the contract.



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Affirmation of Business Entity Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a <u>new</u> Vendor Registration Package, including a Uniform Affidavit Packet (Affidavits Form), before they can be awarded a contract. The undersigned affirms that the Affidavit form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below

| Contract No. : | | Federal Employer Identification Number (FEIN): | | | | |
|--|--|--|-------------------------------------|---|--------------------------------|--|
| | Contract Title: | | | | | |
| | Af | fidavits and Legi | slation | / Governing Body | | |
| 1. | Miami-Dade County Ownership Disclosure Sec. 2-8.1 of the County Code | | 6. | Miami-Dade County Ob Section 2-8.1 of the Cou | | |
| 2. | Miami-Dade County Employment Disclosure County Ordinance No. 90-133, amending Section 2. the County Code | 8-1(d)(2) of | 7. | Miami-Dade County Code of Business Ethics Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code | | |
| 3. | Miami-Dade Employment Drug-free Workplace C Section 2-8.1.2(b) f the County Code | ertification | 8. | Family Leave Article V of Chapter 11 of the County Code | | |
| 4. | Miami-Dade Disability Non-Discrimination Article 1, Section 2-8.1.5 (AA) Resolution R182-00 & R-385-95 | amending | 9. | Living Wage Section 2-8.9 of the County Code | | |
| 5. | Miami-Dade County Debarment Disclosure Section 10.38 of the County Code | | 10. | Domestic Leave and Reporting Article 8, Section 11A-60 11A-67 of the County Code | | |
| | Printed Name of Affiant | | Printed | Title of Affiant | Signature of Affiant | |
| | Name of Firr | n | | | Date | |
| Address of Firm | | | State | | Zip Code | |
| | | <u>Notary Pι</u> | ıblic In | <u>formation</u> | | |
| Not | ary Public – State of | County | of | | | |
| Subscribed and sworn to (or affirmed) before me this | | | | day of, | 20 | |
| by | | He or she is | He or she is personally known to me | | or has produced identification | |
| Тур | e of identification produced | | | | | |
| | Signature of Notary Public | | | | Serial Number | |
| | Print or Stamp of Notary Public | Expiration D | ate | | Notary Public Seal | |



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MIAMI-DADE COUNTY CERTIFICATION OF RECYCLED ENVIRONMENTALLY ACCEPTABLE PACKAGING PRODUCT CONTENT RESOLUTION (R-738-92) Section 1 (1.8 C)



| | MINIMUM CERTIFIED CONTENT | | | | | |
|----------------------------|---------------------------|------------------|-------------|--------------------|-------------|----------|
| Bid Item RECYCLED PRODUCTS | | RECOVERED | MATERIALS | RECYCABLE PRODUCTS | | |
| Number | % | Type of Material | % | Type of | % | Type of |
| | Composition | | Composition | Material | Composition | Material |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| DEFINITIONS | | | | | | |

"Recycled Material" shall be defined as any waste material or by-products that have been recovered or diverted from solid waste.

"Recycled Product" shall be defined as any product which is in whole or in part composed of recovered materials.

"Recyclable Product" shall be defined as the ability of a product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection programs.

"Waste Reducing Product" shall be defined as any product which will result in less waste generated due to its use rather than another product designed to serve the same function with a greater waste generation rate. This shall include, but not limited to those products that can be reused, refilled or have a longer life expectancy and contain a lesser amount of toxic constituents.

I have the knowledge to certify and do so by certify that the Minimum Materials Content in our product(s) are as specified on this form and conform with the definitions as shown above.

| NAME | | | | | |
|-----------|-------|-----|--|--|--|
| ADDRESS | | | | | |
| CITY | STATE | ZIP | | | |
| SIGNATURE | TITLE | | | | |